

MEMORANDUM OF UNDERSTANDING AND SUBRECIPIENT AGREEMENT

I. PURPOSE:

This Memorandum of Understanding and Subrecipient Agreement ("Agreement") is entered into between Rubicon Programs ("Rubicon") as the Lead Agency of the Contra Costa Workforce Collaborative (CCWC) and **Mt. Diablo Adult Education Center** ("Subcontractor"), a member agency of the CCWC.

The CCWC is a public-nonprofit partnership among 12 community-based organizations and educational entities. The CCWC will provide comprehensive employment and supportive services in Contra Costa County, including at the comprehensive AJCC in Concord and at over 10 access points throughout the County. This innovative model, Active Collaboration Through Innovation, Opportunities, and Networking (ACTION), represents a joint commitment to a human-centered approach that addresses the unique needs of CCC's jobseekers and employers.

II. FUNDING AND RELATIONSHIP OF THE PARTIES

Rubicon and the member agencies of the CCWC worked collaboratively to submit a proposal in Response to Contra Costa County's Request for Proposal 1158 for provision of Workforce Innovation and Opportunity Act (WIOA) America Job Center of California (AJCC) and Adult and Dislocated Worker (A/DW) Career Services. The County, through the Employment and Human Services Workforce Development Board (WDBCCC) awarded the contract to Rubicon as the lead agency for the CCWC. The Funding amount for the CCWC is \$1,050,000.

Rubicon serves as the Fiscal Agent and Lead Agency for the CCWC and is considered a subrecipient of federal funds from WDBCCC. Subcontractor will provide and carry out federally funded services as described below, and in so doing understands that it is a subrecipient to Rubicon for financial, monitoring and compliance purposes.

II. TERM

Agreement Term: The effective term of this Agreement is 08/01/2018 through 06/30/2019.

Early Termination: This Agreement may not be terminated without cause. In the event of noncompliance with the terms of the Agreement, Rubicon will request in writing that noncompliance be cured within 30 days. In the event that noncompliance is not cured after 30 days, Rubicon will put into place accelerated reporting requirements. If Subcontractor fails to comply with these requirements, Rubicon may terminate the Agreement with 30 days' notice.

Loss of Project Funding: If funding which supports this program is suspended or terminated in whole or in part, this Agreement shall cease.

III. FISCAL ADMINISTRATION, REPORTING AND MONITORING

Obligated Funds: The funds obligated pursuant to this Agreement are **\$33,232** for the 11-month contract period running 08/01/2018 through 06/30/2019.

Fiscal Administration: Rubicon and Subcontractor will each designate a representative for fiscal administration of this subcontract. The representatives and/or their designees will meet whenever necessary and will maintain regular and ongoing communication.

Fiscal Reporting to WDBCCC: Rubicon will prepare fiscal reports and invoices required by WDBCCC. Subcontractor will provide all necessary reports, invoices and documentation required by Rubicon to meet WDBCCC reporting and invoicing requirements.

Invoices and Reporting to Rubicon: Reports and invoices will be prepared in conformance with the template set forth in Attachment B. These requirements are subject to change over the term of this Agreement as required by Rubicon.

All expenditures of grant funds and requests for reimbursement pursuant to this Agreement must be made in conformance with the budget set forth in Attachment C. Subcontractor will not be reimbursed for expenditures greater than the amount budgeted for the Program year during which the expenses were incurred. Budget modifications may be made upon request and by mutual Agreement between the parties. Rubicon reserves the right to deny requests for budget modifications.

Fiscal Compliance and Contract Monitoring: Rubicon will conduct on site Fiscal monitoring during the term of this Agreement. Such monitoring may include, as necessary, review of Subcontractor's organizational budget, the general ledger, balance sheet, cost allocation procedures and plan, State and Federal tax forms, audited financial statement, fiscal policy manual, supporting documentation for selected invoices, cash receipts and disbursement journals. The compliance monitoring may include review of Personnel Manual, Emergency Operations Plan, Compliance with the Americans with Disabilities Act, subcontracts, and agreements, and the current board roster and selected board minutes for compliance with the Sunshine Ordinance. Monitoring may also include review of all information described in the Contract Documents, Service Plan Outline, Section VI.A.

Audits: Subcontractor is responsible for the arrangement for and payment of any costs associated with audits of its programs in accordance with OMB Circular A-133, if applicable, and for complying with any federal or other auditing requirements associated with the receipt of federal funds administered by WDBCCC.

IV. SUBRECIPIENT MONITORING

Subcontractor understands and agrees that it is a Subrecipient of this Subaward of federal funds, and as such must comply with federal statutory and regulatory requirements. The executed contract between Rubicon and Contra Costa County (County) together with its addenda, exhibits, amendments, changes and incorporated documents, including but not limited to WIOA Special Conditions 11-2017, constitute the "Contract Documents." The Contract Documents are attached as Attachment E.

Subcontractor understands and agrees that as a subrecipient of federal funds, it is responsible for complying with all terms and conditions in the Contract Documents between Rubicon and County, which are incorporated by reference, except those items that are specific to Rubicon as contractor thereunder.

Rubicon will monitor Subcontractor and all subrecipients consistent with the requirements set forth in the Federal Rules and applicable sections of the CFR, including 2 CFR §200 (Uniform Guidance). Subcontractor further understands and agrees that it is obligated to comply with all federal, state or other laws, regulations, special conditions and directives applicable to the receipt of federal funds paid to Rubicon pursuant to the contract between Rubicon and County. Subcontractor acknowledges it has inspected the Contract Documents pertinent or applicable to its scope of work and its rights and responsibilities under this Agreement.

V. ROLES AND RESPONSIBILITIES

The services to be provided through the ACTION program are generally described in the application submitted to WDBCCC in February 2018. The roles and responsibilities of Rubicon and Subcontractor are set forth in Attachment A, Scope of Work. Subcontractor's performance outcomes are also set out in Attachment A.

The scope of work will be reviewed annually, prior to the end of the current Program year. If the contract is renewed for a second year and Rubicon determines that a material change is needed in Subcontractor's scope of work, a new or modified scope of work will be developed and agreed to between the parties. The budget for the Program year may be modified to reflect the new or modified budget or scope of work. If after making good faith efforts to reach mutual Agreement the parties cannot agree on a new or modified scope of work and/or a modified budget, Rubicon shall retain final decision making authority.

VI. DATA COLLECTION AND EVALUATION

Subcontractor will collect and maintain data and records necessary to document services, individuals served, outcomes and any other information set forth in the Scope of Work or which Rubicon or WDBCCC require to fulfill the terms of the contract between Rubicon and WDBCCC.

The processes, procedures and manner of information collections and retention is outlined in Quality Assurance guidelines that will be provided

VII. COMMUNICATIONS

Internal Communications: Lead staff from Rubicon and Subcontractor will meet regularly to assess program implementation progress, ensure effective collaboration among our respective program staff, provide respective feedback and make any needed adjustments to the implementation plan. Subcontractor will participate in CCWC Steering Committee meetings with other Subcontractor partners or key stakeholders to ensure the program's effective operation as reasonably requested by Rubicon.

External Communications: All external communications must be conducted in accordance with the requirements of the WDBCCC, the Contract Documents, and CCWC Agreements. Please see attached county contract for reference.

VIII. CONFIDENTIALITY

Subcontractor as subrecipient to Rubicon, shall comply with all confidentiality and privacy protections as required and set forth in the Contract Documents as applicable to Rubicon as subrecipient to County. (See Special Conditions, Workforce Innovation and Opportunity Act of 2014, Section 15.) Subcontractor shall also comply with all applicable Federal, State and Local Privacy laws.

IX. OTHER TERMS

Indemnification: Each party shall indemnify and hold the other party and its officers, agents and employees free and harmless from all liabilities and claims, causes of action, costs, losses, attorneys fees, damages or expenses of any kind which arise or are alleged to arise from the negligent or willful acts, whether foreseeable or unforeseeable of the first party, its officers, agents and employees, contractor and independent contractors.

Insurance: Both parties shall maintain during the term of this Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with activities and operations. The cost of such insurance shall be borne by each party. Insurance coverage must include: (1) comprehensive liability insurance (General Liability), including coverage for owned and non-owned automobiles used in performing services under this Agreement, if any, and, if applicable, professional liability insurance with a combined single limit of \$1,000,000 per occurrence and an aggregate annual limit of \$2,000,000; and, (2) Workers Compensation Insurance and Employers Liability Insurance as required by law in the State of California. Subcontractor shall name Rubicon as an additional insured to its General Liability policy for services or work performed in connection with this agreement and provides a Certificate of Insurance with endorsement. Subcontractor shall notify Rubicon of any changes in insurance coverage within 10 days of the change and shall name Rubicon as a party to be notified by the insurance carrier in the event of any material change in the policy.

Confidentiality: Rubicon and Subcontractor agree that by virtue of entering into this Agreement they will need to have access to certain confidential information regarding the other party's operations related to this project. The Parties agree that they will not at any time disclose confidential information of the other party without the consent of that party unless such disclosure is authorized by this Agreement or required by law.

Record Retention: By signing this Agreement, Rubicon and Subcontractor agree to retain all records pertinent to this Agreement for a period of three years or for a longer period of time if required by WDBCCC.

Nondiscrimination: There shall be no discrimination against any persons on account of race, color, national origin, age, religion, ancestry, sex, marital status, physical or mental disability, familial status, source of income, religious or political affiliation, sexual orientation, medical condition, participation in or eligibility for a housing assistance program, or other arbitrary basis in the operations of the Project described in this Agreement.

Severability: In the event any provision of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity, legality, and enforceability of the remainder of this Agreement.

Affiliation of Agencies: Nothing contained in this Agreement shall be construed to make the Parties a partner, employee, or agent of the other, nor shall the Parties to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent agency.

Signatories certify that they are authorized to enter into contracts on behalf of Rubicon and Subcontractor, respectively.

RUBICON PROGRAMS INC.

**SUBCONTRACTOR
Mt. Diablo Adult Education Center**

By: _____
Jane Fischberg, President & CEO

By: _____

Its: _____

Date: _____

Date: _____

ATTACHMENT A SCOPE OF WORK

Rubicon Programs will:

1. Provide overall project leadership, including administrative and fiscal management and project oversight, coordinating evaluation and reporting systems, convening regular meetings of the CCWC ACTION team
2. Be responsible for all reporting relating to the ACTION contract to the CCCWDB
3. Be responsible for program monitoring with the objective of ensuring that all performance provisions set forth by the Grant are met. Program monitoring may include review of back-up documentation for reporting progress towards meeting service and outcome objectives.
4. Provide Staff Training and Technical Assistance
5. Serve as the Employer of Record , supervise and support a WIOA Career Coach to deliver individualized WIOA services, 2 days per week, at the Mt. Diablo Adult Education Center Access Point

Mt. Diablo Adult Education will:

1. Deliver outreach and information services in support of WIOA enrollments.
2. Meet Basic Service Enrollments: 45
3. Host and support Rubicon's WIOA Career Coach at Mt. Diablo Adult Education Access Point in order to meet individual enrollment targets.
4. Maintain agreed upon level of training and assessment offerings at the AJCC Concord location
5. Participate in CCWC Steering Committee Meetings
6. Participate in CCWC WIOA trainings as scheduled
7. Collect and enter required documents in CalJobs as required by CCCWDB and Rubicon
8. Participate in any CCWC evaluation activities, as reasonably requested.

ATTACHMENT B
INVOICING AND FISCAL REPORTING RESPONSIBILITIES

All fiscal reports and original signed invoices from Subcontractor must be submitted to: Budget & Billing Department, Rubicon Programs, 2500 Bissell Ave., Richmond, CA 94804. Copies of fiscal reports, signed invoices and supporting documentation can be scanned and emailed to the Contract Billing Analyst. Subcontractor will submit required invoices no later than the 15th day after the end of the reporting period.

Subcontractor will prepare required fiscal reports and invoices using the forms provided by Rubicon (sample invoice form provided below). Reports and invoices will include actual expenditures incurred during the specified period.

Upon approval of Subcontractor's invoice and supporting documentation, Rubicon will pay Subcontractor for authorized costs reimbursed by the County within thirty days of receipt of subcontractor's invoice or within 15 days of receipt by Rubicon of the payment from the County, *whichever is later*. Under special circumstances and upon demonstration of financial necessity, Subcontractor may request payment on its invoice prior to receipt by Rubicon of payment from the County. Rubicon will attempt to accommodate such requests when possible, but reserves the right to deny such requests in its sole judgment and discretion.

Subcontractor Executive Director, CFO, or other authorized signer must certify each invoice.

Subcontractor may adjust line items within the existing budget (Attachment C) with prior written approval from Rubicon. Modification form will be provided upon request.

Subcontractor must submit supporting documentation with each invoice. Documentation shall include, but not be limited to vendor invoices, receipt/proof of payment for purchases and all expenses incurred, and payroll records. All charges incurred shall be due and payable only after services have been rendered.

Subcontractor shall supply additional specific documentation when requested by Rubicon.

Subcontractor must keep and make available as requested such supporting documentation for all expenditures for which reimbursement is requested for all costs so claimed.

Subcontractor shall submit a final invoice reflecting actual expenditures, which will be supported by the Contractor's accounting records, within 30 days of the end of the contract period. Any expenses submitted after the 30 days following the fiscal year end will not be paid.

Failure to submit required reports or documentation by specified deadlines may result in withholding of contract payments. Failure to meet contract performance goals will result in a corrective action plan, withholding of contract payments in full or part and / or termination of contract.

INVOICE TEMPLATE

The invoice template will be provided electronically as an Excel spreadsheet.

**ATTACHMENT C
BUDGET**

FEDERAL SUBAWARD CONDITIONS

2 CFR §200.331(a)

- I. The contract meets the conditions of a Federal subaward and the Subcontractor is subject to the Subrecipient provisions in 2 CFR §200.
- II. Definitions:
 - A. CFR means Code of Federal Regulations
 - B. CFDA means Catalog of Federal Domestic Assistance
 - C. C. Subrecipient -- Title 2 CFR §200.93
Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
 - D. Subaward -- Title 2 CFR §200.92
Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
 - E. Pass-through Entity -- Title 2 CFR §200.74
Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.
- III. The pass-through entity for purposes of this Subcontract is Rubicon Programs. Rubicon Programs receives the funding through the pass-through entity, the County of Contra Costa.
- IV. The Subrecipient is **Mt. Diablo Adult Education**
- V. The Subrecipient's DUNS number is **XXX**.
- VI. If applicable, the Federal Award Date is 8/1/2018.
- VII. If applicable, the Federal Award Identification Number {FAIN} is AA-28305-16-55-A-6.
- VIII. The Subaward Period of Performance is from 8-1-18 to 06-30-19.
- IX. The total amount of Federal Funds Obligated to the subrecipient in this Federal subaward award is **\$33,232**
- X. The CFDA Number is 17.258 & 17.278.
- XI. The Federal Program Title is WIOA Adult & WIOA Dislocated Worker.
- XII. The Subrecipient's federally approved indirect cost rate agreement is incorporated by reference if the Subrecipient's budget submitted includes a federally approved indirect cost.
- XIII. The Subrecipient shall use the Federal award in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

***-- ATTACH CONTRACT WITH COUNTY AND SELECTED
ATTACHMENTS***